

It is further understood that certain of the liquor, beverage and store licenses on the property shall be in the name of Lessee or his sub-tenant. Lessee shall, at all times, perform and fulfill all of the terms, conditions and requirements of such licenses and shall keep said leases in good standing and shall not remove or relocate the same. Upon the expiration of the lease or the earlier termination thereof, all of the licenses for the operation of the leased premises, including liquor and alcoholic beverage licenses, shall be automatically transferred, assigned and set over unto Lessor herein. Lessee agrees to execute and deliver all such documents as may be necessary to effectuate the terms of this paragraph. Further, Lessee does hereby empower and appoint Lessor as his Attorney-in-Fact to execute and deliver any and all documents to effectuate the terms of this paragraph.

#### IV. TERM

The term of this lease shall commence on the 5th day of March, 1980, and shall terminate on the 5th day of March, 2000.

#### V. RENTAL

Lessee covenants and agrees to pay Lessor as annual rental for said premises the following sums:

A. The sum of \$120,000.00 in cash payable at the rate of \$10,000.00 per month, commencing one month from the date hereof and monthly thereafter on the same date during the term of this lease. The annual rental provided for herein shall be increased according to a "cost of living" factor to be applied to said rental 5 years from the commencement of the term hereof and every 5 years thereafter on the same date for the remainder of the term of this Lease Agreement and any renewals thereof.

Said factor shall be applied and the rental determined and paid as follows:

If at the end of the 5 year period following commencement of the term provided for herein the Consumer Price Index issued by the Department of Commerce, United States Government, has increased beyond the Index existing on the commencement date of the Lease term, the annual rental to be paid thereafter for the following 5 year period shall be increased by the same percentage as the percentage of increase in the Index from said commencement date. For each 5 year period thereafter during Lease term, said rental shall be re-determined in like manner at the end of each 5 year period by comparing the Index then existing to the Index existing 5 years immediately prior thereto. Provided, however, that no cost of living adjustment from one 5 year period to the next shall result in an increase in annual rental exceeding \$72,000.00 (\$6,000.00 per month). If the Index to which reference is made is not available, a comparable Index will be used.

B. All payments of principal and interest (debt service) and reserves on existing real estate mortgage, replacement mortgage, loans, chattel mortgages or other similar encumbrances incurred or created by Lessee and all payments on existing leases and service contracts shall be treated as operating expenses under Paragraph XVIII. hereof and title to the property covered thereby to vest in the name of Lessor upon expiration of this lease and any extensions thereof. Such obligations shall include, but shall not be limited to, the following:

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